

Tax

Fountain

(2)

LETTER OF UNDERSTANDING

23 PTBM 01

Dear Colleen Chambers:

As you may be aware, Plexis Group, L.L.C. has been acquired by Manatron Inc. Manatron has accepted Assignment of all current Plexis contractual commitments. As a result of this, please find below details regarding how Manatron intends to honor your existing Plexis contract.

**RECITALS:**

**WHEREAS**, the Plexis Group, L.L.C. ("Plexis") and Fountain County, Indiana ("Client") are both parties to a Sales Agreement ("Agreement") and Addendum dated 7/6/05 and Amended on 7/6/05,

And,

**WHEREAS**, Plexis has been acquired by Manatron Inc., and assigned its interest in the Agreement to Manatron under Article 2.10(1),

And,

**WHEREAS**, pursuant to the Assignment, Manatron Inc. intends to honor the commitments of the Agreement under the terms below,

**NOW THEREFORE,**

Fountain County, Indiana understands and accepts the following terms of the Assignment:

1). Manatron is discontinuing the Plexis Audissey tax administration software product. The client will be provided the Manatron MVP system as a replacement. The software licensing for the product migration to MVP will be provided to the Client under the terms of the Agreement. Client will only be responsible to Manatron for any license fees that it has not yet paid to Plexis.

2). The Client agrees to pay \$13,000 for One (1) year of data Conversion to Manatron for the system upgrade.  
Or  
The Client agrees to pay \$20,000 for Three (3) years of data Conversion to Manatron for the system upgrade.

All other terms and conditions of the Agreement shall remain in effect, and shall be honored by Manatron. Please indicate your acceptance of these terms in the appropriate space provided below. Thank you very much, and Manatron looks forward to our relationship with you.

Very truly yours,

Paul Sylvester  
President and CEO  
Manatron Inc.

**Acceptance:** I the undersigned do acknowledge that I am duly authorized to make legally binding commitments for \_\_\_\_\_, Indiana, and agree to the terms stated herein.

Signature: Colleen Chambers  
Printed Name: Colleen Chambers  
Title: Auditor  
Date: 11/6/06

**MANATRON, INC.**

MANATRON

IN050001TL

**Tim Lacy**

(269) 567-2930 Fax

BILL TO:
Same

**Date Ordered**

**COMMENTS:**

Installation will be billed as used on a time and material basis plus travel, meals, and expenses

(a) Manatron Full Service extension of manufacturer warranty.\*

(b) Manufacturer Warranty Only.

(c) Manatron System Software Support.\* (System software support includes toll-free telephone assistance and remote diagnostic support

All other System software upgrade costs would be the Customer's responsibility)

\* Subject to annual cost of living adjustments

**DISCLAIMER:**

Customer acknowledges that they are under contract with MANATRON for the acquisition of certain equipment and agree to be bound by the terms and conditions of such contract and further agree to include ordering equipment under any existing Service Agreement. CUSTOMER EXPRESSLY AGREES TO ASSUME ALL RESPONSIBILITY FOR ENSURING THAT CUSTOMER'S SYSTEM IS PROPERLY CONFIGURED TO ACCEPT THE EQUIPMENT ORDERED ABOVE, HAVING DETERMINED THE POSSIBLE NEED FOR THE CORRECT SOFTWARE USER LICENSES, ADDITIONAL CABLES, ADAPTERS, PORTS, ETC.

If for some reason payment is not received, the customer is responsible for any cancellation penalties or restocking fees incurred by Manatron from manufacturer's) and for any services provided.

Any additional items needed or required after delivery of the above ordered equipment will be charged to the customer accordingly. Any additional services needed will be billed separately

## SALES ORDER

MANATRON, INC.

510 East William Avenue  
Portage, MI 49002

(269) 567-2900

(269) 567-2930 Fax

MANATRON

SALES ORDER#:

IN0500037L

PAGE #: 1 of 1

Sales Representative:

Tim Lacy

## SHIP TO:

Customer: Fountain County Treasurer  
 Address: 301 Fourth Street  
 City: Covington  
 State: Indiana  
 Zip: 47932  
 Attention: Susan Coffing  
 Email:  
 Phone #: 765-793-2243 / 765-793-5027

BILL TO:  
Same

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Issue Date  
12/6/2005Date Needed  
ASAP

Date Ordered

Qty.	Part #	Description	Unit Price	Extended	Install	Total	Annual Maint	Maint Desc.
1	C4267A#ABA	HP HP8150DN Printer	\$ 3,488.00	\$3,488.00		\$3,488.00	Manufactures Warranty	
1	H5491E	HP 3yr Next Day Warranty for HP8150	\$ 823.00	\$823.00		\$823.00	Manufactures Warranty	
1	KTFH-LJ4100/64	Kingston 64MB Memory Board for HP 8100 Series Printers	\$ 33.00	\$33.00		\$33.00	Manufactures Warranty	
If necessary, please adjust expiration date for time sensitive issues.				\$0.00		\$0.00		
The pricing included in this Sales Order will expire thirty (30) days from the date of issue.								
SUB TOTAL				\$ 4,344.00		\$4,344.00		
INSURANCE, FREIGHT, SHIPPING & HANDLING								
TOTAL						<del>\$4,344.00</del>	\$	-

boc 4377.00

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 Any additional items needed or required after delivery of the above ordered equipment will be charged to the customer accordingly.  
 Any additional services needed will be billed separately

*Susan Chambers*  
 Authorized Customer Signature

*1/6/06*  
 Date Signed

## SALES ORDER

## MANATRON, INC.

510 East Milliam Avenue  
Portage, MI 49002  
(269) 567-2900  
(269) 567-2930 Fax

MANATRON

SALES ORDER#:

IN050007TL

PAGE # : 1 of 1

Sales Representative:

Tim Lacy

SHIP TO:	
Customer:	Fountain County Auditor
Address:	301 Fourth Street
City:	Covington
State:	Indiana
Zip:	47932
Attention:	Colleen Chambers
Email	
Phone #:	

BILL TO:	
Name	

Issue Date  
12/13/2005

Date Needed  
ASAP

Date Ordered

Qty.	Part #	Description	Unit Price	Extended	Install	Total	Annual Maint	Maint Desc.
1	10318995	PCAnywhere V11.5 (host & remote)	\$ 228.00	\$228.00		\$228.00	\$	120.00
2	10319015	PCAnywhere V11.5 (host only)	\$ 115.00	\$230.00		\$230.00		
If necessary, please adjust expiration date for time sensitive issues.								
				\$0.00		\$0.00		
The pricing included in this Sales Order will expire thirty (30) days from the date of issue.								
SUB TOTAL				\$ 458.00		\$458.00		
INSURANCE, FREIGHT, SHIPPING & HANDLING					BILLED AS USED			
TOTAL						\$458.00	\$ 120.00	

## COMMENTS:

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*Devin Crumbar*

Authorized Customer Signature

*1/6/06*

Date Signed